



Daniel Horrigan,
Mayor

CITY OF AKRON, OHIO

DIVISION OF PURCHASING
ROOM 501 MUNICIPAL BUILDING
166 S. HIGH STREET
AKRON, OH 44308

Invitation to Bid

FOR FURNISHING

HVAC MAINTENANCE AT SUMMIT LAKE COMMUNITY CENTER

INVITATION NO. HVACSLCC/18

DATED April 6, 2018

SEALED BIDS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN FOR THE PURCHASE OF ITEM AND/OR ITEMS LISTED IN THIS INVITATION WILL BE RECEIVED UNTIL THE TIME, DATE, AND THE PLACE INDICATED BELOW, AND THEN PUBLICLY OPENED.

TIME OF OPENING 10:00 a.m.

DATE OF OPENING Tuesday, May 15, 2018

PLACE OF OPENING ROOM 501 MUNICIPAL BUILDING

166 S. HIGH STREET, AKRON, OHIO

BID DEPOSIT None IS REQUIRED

PERFORMANCE BOND 100%

ORDINANCE NO. 413-2017

LEGAL NOTICE REQUIRED April 30 & May 7, 2018

THERE WILL BE A MANDATORY PRE-BID MEETING TUESDAY, MAY 8, 2018 AT 11:00 A.M., AT THE SUMMIT LAKE COMMUNITY CENTER, 380 W. CROSIER ST, AKRON, OHIO WITH JIM BATTEN, 330- 813-0405.

DO NOT BIND THIS BID PACKET. WHEN PRINTING THIS PACKET, MAKE SURE THE PRICING PAGES ARE NOT PRINTED DOUBLE-SIDED; IT COULD CAUSE PART OF YOUR BID TO NOT BE READ.

DIVISION OF PURCHASING

INVITATION TO BID

Sealed bids will be received by the City of Akron at the Purchasing Office, 501 Municipal Bldg., 166 S. High Street, Akron, OH 44308, until 10:00 a.m., local time Tuesday May 15, 2018 for:

1. HVAC Maintenance at Ed Davis CC (MANDATORY Pre-bid Meeting on Tuesday May 8, 2018 at 9:00 A.M.)
2. HVAC Maintenance at Joy Park CC (MANDATORY Pre-bid Meeting on Tuesday May 8, 2018 at 10:00 A.M.)
3. HVAC Maintenance at Summit Lake CC (MANDATORY Pre-bid Meeting on Tuesday May 8, 2018 at 11:00 A.M.)
4. Rebuilding Roots Centrifugal Blower & 800 HP Motor (MANDATORY Pre-bid Meeting on Tuesday May 8, 2018 at 10:00 A.M.)

Specifications, which include compliance with City Ordinance No. 616/1970, Equal Employment Opportunity of Public Contracts, may be obtained, at no charge, by downloading them at www.akronohio.gov/Purchasing. To request a printed copy, call the Purchasing Office at (330) 375-2060. (There will be a \$.05 per page charge and 24 hr notice required.) WE WILL NOT FAX COPIES OF BIDS.

Many invitations to bid have pre-bid and/or mandatory pre-bid meetings. The details of each meeting are found on the title page of each bid packet.

The City of Akron, through its duly authorized constituted officials, reserves the right to reject any, part or any of all bids, to waive informality in any bid and to hold all bids for a period of 90 days before acceptance.

Persons with disabilities needing assistance should contact Donald Rice, Director of Human Resources and ADA Coordinator, as soon as possible or at least 7 days in advance of a scheduled event at: 146 South High St., Room 100, Akron, OH 44308 / 330-375-2780.

PUBLISH: April 30 & May 7, 2018

By order of the City of Akron

Kim Herron
Purchasing Agent

Daniel Horrigan,
Mayor

Please bill against current purchase order on file.

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DATE TYPED April 6, 2018
DUE DATE/DIRECT INQUIRY May 15, 2018
DIRECT BUYER Sarah King, Buyer
PHONE: (330)375-2061

CITY OF AKRON
PURCHASING OFFICE ROOM 501
166 S. HIGH ST.
AKRON, OH 44308

SEALED BID - INVITATION AND INSTRUCTIONS TO BIDDERS

DUE DATE – TUESDAY MAY 15, 2018 - 10:00 A.M.

HVAC MAINTENANCE AT SUMMIT LAKE COMMUNITY CENTER

1. PURPOSE OF BID

The City of Akron intends to secure a contractor for the below mentioned service(s) at the lowest and best responsible price, with early and satisfactory manufacture, and prompt and convenient shipment and service by the contractor to the City. Any failure on the part of the contractor to comply with the ensuring conditions and specifications shall be reason for termination of contract.

2. BID REQUEST

Please submit a bid for furnishing HVAC MAINTENANCE SUMMIT LAKE COMMUNITY CENTER, over a 36 month period, from 10/1/18 to 10/1/21, if you can guarantee the price for such a 36 month period, with a 30 day cancellation notice by the City only, with the vendor making no claim for damages or additional compensation by reason of such cancellation by the City.

3. EQUIPMENT AND SERVICE

The equipment and service delivered under this bid shall remain the property of the seller and not be paid for until a physical inspection and actual testing and usage of this equipment and service is made, and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accordance with specifications of the highest quality. In the event the equipment and service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon a 30 day written notice to the Contractor, return the product to seller at the seller's expense, and refuse to pay until specifications are met. The contract will be immediately cancelled for lack of insurance, per paragraph #18.

4. AFFIRMATIVE ACTION PROGRAM

Bidder must complete the attached E.E.O. Report, and return it with the bid to the satisfaction of the City's E.E.O. Officer. This information is essential to avoid delaying the award process. Time extensions for submitting this form only are allowable on request. **If downloading the specifications, you must click on the E.E.O. link to download the form separately. PLEASE DO NOT STAPLE OR BIND THIS FORM TO YOUR BID.**

5. ALTERNATES TO THE REQUEST

Alternate quotes or deviations from the specifications must be identified as an alternate quote or deviation from the specification. The bidder will note in writing any exceptions to the conditions of this bid. Exceptions to Bid Conditions will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be met, without exception.

6. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful bidder will not assign, transfer, cancel, convey, or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent by the City and any sureties.

7. BID BOND AND PERFORMANCE BOND

Pursuant to Section 34.09 of the Code of Ordinances of the City of Akron, Ohio, the Purchasing Agent has determined that a performance bond in 100% amount of the award for the total contract period must be provided by the successful bidder only.

All HVAC Maintenance contracts shall be bid out requesting firm pricing over the 36 month period, as noted in Section 2, page 1 of the Invitation to Bid, and that period shall be considered the total contract period. All performance bonds are at the bidder's expense.

This signed bid shall be considered an offer on the part of the contractor, which offer shall be deemed accepted upon approval by the City Board of Control, or the issuance of a purchase order and in case of a default on the part of the contractor after such acceptance, the City of Akron, Ohio, may take such action as it deems appropriate including legal action of damages or specific performance.

Failure to comply with performance bond requirements as stated in the bid documents shall be considered a material deviation and shall mean that the city shall reject any non-complying bids.

8. BRAND NAMES

If and wherever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade of quality of equipment only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid to prove to the City that said product is equal to that specified and that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be sole judge concerning the merits of bids submitted.

9. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to be a fixed price, or otherwise, will render the bids of such bidders void.

Advance disclosures of any information to any particular bidder which gives that particular bidder an advantage in regard to being awarded the contract, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all bids of that particular bid solicitation.

10. COPYRIGHTS OR PATENT RIGHTS

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

11. RESPONSE TIME

Guarantee response time per your bid. Desired response time is WITHIN 4 HOURS AFTER VERBAL NOTIFICATION, IF CONTACTED BY 1:00 P.M., OR BY 8:00 A.M. THE FOLLOWING DAY IF CONTACTED AFTER 1:00 P.M., 24 HOURS PER DAY, 7 DAYS PER WEEK.

Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made at the time(s) specified on your bid form.

12. DELIVERY POINT – NOT APPLICABLE

13. DISCOUNTS

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discounts) will be taken and computed from the date of receipt of invoice, or receipt of material, whichever is later.

14. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and rejection of bids may be recommended to the City for any of (but not limited to) the following causes:

1. Failure to use the bid form furnished by the City.
2. Failure to return bids in either the envelope furnished by the City, or using the envelope cover page when downloading the bid packet, or in another envelope with the following information **clearly** marked on the outside: bid title, opening date, and the words SEALED BID. If a sample is required, bidder must either include it in furnished envelope, or submit it separate from the bid in an envelope that is clearly marked as stated above. The City will not be responsible for misdirected bids that are submitted in any package or container that is not clearly marked as stated above.

3. Lack of signature, in ink, by an authorized representative on the bid form.
4. Failure to properly complete the bid.
5. Evidence of collusion among bidders.
6. Unauthorized alteration of bid form.
7. Failure to initialize any errors.
8. Failure to have all prices typewritten or in ink.
9. Faxed Sealed Bids will not be accepted.
10. Failure to attend any Mandatory Pre-bid meeting(s).
11. We will not fax copies of bids. Bids must either be picked up, mailed, or downloaded from our website.
12. Failure to return E.E.O. Report with bid.

15. ETHICS REGULATION

Are you aware of any interest or potential interest in this contract that may be had by an individual who is connected to the City of Akron? If yes, please give the name of the individual and the nature of the interest, if known, on the pricing page where indicated.

16. FAILURE TO QUOTE

If you do not quote, please return the bid, marking it "NO BID", stating reason thereon, and request that your name be retained on our mailing list, otherwise, your name may be removed from our mailing list.

17. INDEMNITY

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to the bidder's performance under this contract.

18. INSURANCE REQUIREMENTS

Contractor's labor is involved in the project, so the following will be required from the successful bidder at its own expense: (a) Workman's Compensation Certificate, (b) General Liability Insurance Certificate naming the City as Additional Insured (Bodily injury and property damage combined single limit at \$,000,000 each occurrence and \$2,000,000 aggregate), (c) Auto Liability Insurance certificate naming the City as Additional Insured (Bodily injury and property damage combined single limit at \$2,000,000 each occurrence and \$2,000,000 aggregate). Upon request, contractor shall submit copies of its insurance policies. All insurance policies and endorsements must meet the approval of the City of Akron Law Director.

In the event the cancellation of the contract is due to a lapse in insurance coverage naming the City of Akron as additional insured, the City may cancel the contract immediately. If the contractor defaults due to insurance coverage expiring, and the contract is cancelled, the City of Akron may take such action as it deems appropriate, including legal action for damages.

19. LAWS FEDERAL/STATE/LOCAL

All bidders will comply with all Federal, state and local laws relative to conducting business in the City of Akron, but not limited to, licensing, labor and health laws. City law supersedes state laws where defined in City charter and codes.

20. LOCATION OF VENDOR

The City reserves the right to give consideration to Vendor location in determining the lowest and best responsible bidder if future warranty or administrative costs would necessitate any additional expenses that must be paid by the City.

21. LOWEST AND BEST RESPONSIBLE BIDDER (AWARD)

All bids will be awarded to the lowest and best responsible bidder. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, material, previous and existing compliance with related awards/laws/ordinances, availability of supply, delivery promise, terms of payment, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

If the successful bidder does not execute and return all contract documents within thirty (30) days of mailing by the City, or for any reason, does not comply with any and all contract requirements within said thirty (30) day period, the City may rescind the award and recover any costs, losses or damages incurred as a result of re-

bidding or re-awarding the contract, including the difference in the amount of the original award and the amount of the second award, from the company originally awarded the contract. Once this cost is determined, the company failing to comply with the contract award shall be directed to submit payment directly to the Purchasing Division to cover costs incurred by the City.

22. MINORITY BUSINESS CLAUSE

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated on the grounds of race, color, creed, sex, or national origin in consideration for an award.

23. NOTICE OF BID RESULTS

A bid tabulation will be developed and printed after bid opening. **BID TABULATIONS WILL BE POSTED ONLINE. AT www.akronohio.gov/Purchasing. APPROXIMATELY 1-2 BUSINESS DAYS AFTER THE BID OPENING DATE, AND WILL REMAIN ONLINE FOR APPROXIMATELY THREE (3) MONTHS. PLEASE MAKE NOTE OF THIS WEB ADDRESS. BID TABULATIONS WILL NO LONGER BE MAILED OUT. HOWEVER, IF YOU WOULD LIKE A COPY OF THE BID TABULATION MAILED TO YOUR FIRM, YOU *MUST* ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE. PLEASE DO NOT PHONE FOR THIS PRICING INFORMATION. PRICING INFORMATION IS NOT RELEASED OVER THE TELEPHONE.**

24. ON-SITE INSPECTION/PRE-BID MEETING – **SEE COVER PAGE FOR REQUIREMENTS.**

25. PRICING CLARIFICATIONS

Prices to remain firm over period of Price Agreement. (Don't invoice other than quoted price).

Prices must be stated in units of quantity specified in the specifications. In case of discrepancy in computing the amount of the bid, unit price quoted will govern.

26. PROTESTS

Any actual or prospective contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest will be submitted in writing to the Purchasing Agent, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant and any other party intervening. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the City Board of Control, through the Purchasing Agent. The decision of the Board will be final. The Board need not consider protests unless this procedure is followed.

27. QUANTITY QUALIFICATIONS – NOT APPLICABLE

28. REJECTION OF BID

The City of Akron, through its duly authorized constituted officials, reserves the right to reject any, part of any, or all bids, to waive informality in any bid, to award the purchase in the best interest of the City and its Citizens, to hold all bids for 90 days before acceptance, and/or re-bid.

29. RESERVATIONS FOR REJECTION AND AWARD

The City also reserves the right to waive minor variation to specifications (interpretation of minor variances will be made by applicable City representative).

30. SAFETY STANDARDS

The bidder warrants that the product supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the State of Ohio and the failure to comply with this condition will be considered a breach of contract.

31. TAXES

Municipalities are exempt from Federal Excise and State Sales Tax, but subject to State Excise Tax.

All bidders must submit their Federal Tax Identification Number on Page 11. Bids without Federal Tax I.D. Number may not be accepted.

The successful bidder will be required to sign a statement as to whether he does or does not have delinquent PERSONAL PROPERTY TAXES, as per State of Ohio Code 5719.04.2 & 5719.042; and City of Akron Income Tax as per City Code Chapter 104, and further, must complete and return a Project Subcontractor Report.

Failure of the successful bidder to be current in any required payments of income tax to Akron, and/or be current in the filing of any income tax documents required by the City of Akron's Income Tax Division, shall be cause to suspend the award to the successful bidder and/or revoke the award.

32. WAGE REGULATIONS – NOT APPLICABLE

33. LOCAL PREFERENCE – NOT APPLICABLE



The Municipal Building
Purchasing Division
166 S. High Street, Room 501
Akron, Ohio 44308
330-375-2060
www.akronohio.gov/Purchasing

DIRECTIONS TO MUNICIPAL BUILDING, 166 S. HIGH STREET

From the North I-77

Take **I-77 South** towards Akron
Exit **Main St./Broadway** exit
Turn Left onto **Broadway** and go North
Turn Left onto **Bowery** and go West 1 block
Turn Left onto **S. High St.** to **166 S. High St.**

From the South I-77

Take **I-77 North** towards Akron
Exit **Main St./Broadway** exit
Turn Left onto **Broadway** and go North
Turn Left onto **Bowery** and go West 1 block
Turn Left onto **S. High St.** to **166 S. High St.**

-OR-

From the North Rt. 8

Take **Rt. 8 South** towards Akron
Exit **Perkins St.** exit
Turn Right onto **Perkins St.** and go West
Turn Left onto **S. High St.** to **166 S. High St.**

From the East I-76

Take **I-76 West** towards Akron
Exit **Main St./Broadway** exit
Turn Left onto **Broadway** and go North
Turn Left onto **Bowery** and go West 1 block
Turn Left onto **S. High St.** to **166 S. High St.**

From the West I-76

Take **I-76 East** towards Akron
Exit **Main St./Broadway** exit
Turn Left onto **Broadway** and go North
Turn Left onto **Bowery** and go West 1 block
Turn Left onto **S. High St.** to **166 S. High St.**

34. SIGNATURE

All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his/her signature.

The undersigned proposes to furnish service according to the terms and conditions of the attached City of Akron Specifications HVACSLCC/18 dated 4/6/18 Ordinance No. 413-2017 at the following unit prices, to wit:

BID TABULATIONS WILL BE POSTED ONLINE, AT www.akronohio.gov/Purchasing.

HVAC MAINTENANCE: FULL SERVICE, PREVENTATIVE MAINTENANCE, PARTS AND LABOR AT THE LOCATIONS LISTED BELOW, PER THE ATTACHED SPECIFICATIONS.

SUMMIT LAKE COMMUNITY CENTER, 380 W. CROSIER ST, AKRON, OHIO

PERIOD 10/1/18 THROUGH 10/1/19 (12 MOS) \$_____ MO. \$_____ YR.

PERIOD 10/1/19 THROUGH 10/1/20 (12 MOS) \$_____ MO. \$_____ YR.

PERIOD 10/1/20 THROUGH 10/1/21 (12 MOS) \$_____ MO. \$_____ YR.

PAYMENT TERMS_____ COMPLETION PROMISE_____

PER ITEM 15 – ETHICS REGULATION – ARE YOU AWARE OF ANY INTEREST OR POTENTIAL INTEREST IN THIS CONTRACT THAT MAY BE HAD BY AN INDIVIDUAL WHO IS CONNECTED TO THE CITY OF AKRON? _____ YES _____ NO

IF YES, PLEASE GIVE THE NAME OF THE INDIVIDUAL AND THE NATURE OF THE INTEREST, IF KNOWN: _____

DO YOU UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL BIDDER, YOU MUST TAKE OVER THE EQUIPMENT AS-IS? _____ YES _____ NO

DO YOU UNDERSTAND THE INSURANCE REQUIREMENTS AS STATED IN ITEM NO. 18? _____ YES _____ NO

CAN YOU RESPOND WITHIN 4 HOURS AFTER VERBAL NOTIFICATION, IF CONTACTED BY 1:00 P.M. OR BY 8:00 A.M. THE FOLLOWING DAY IF CONTACTED AFTER 1:00 P.M., 24 HOURS PER DAY, 7 DAYS PER WEEK? _____ YES _____ NO

DO YOU UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL BIDDER, YOU MUST OBTAIN A 100% PERFORMANCE BOND COVERING THE FULL THREE (3) YEAR CONTRACT PERIOD, AS STATED IN BID PACKET ITEM #7 _____ YES _____ NO

DO YOU UNDERSTAND IF THE COOLING EQUIPMENT SHOULD BECOME INOPERABLE DURING ANY COURSE OF THIS CONTRACT AND NEED TO BE REPLACED, THE NEW LAW WHICH TOOK EFFECT ON JANUARY 1, 2010 STATING THAT R-22 REFRIGERANT SHALL NO LONGER BE USED ON NEW SYSTEMS AND MUST BE REPLACED BY R-410A WHICH WILL REQUIRE THE REPLACEMENT OF CONDENSER, LINE-SETS, A-COIL AND ANY OTHER PART NECESSARY FOR THE OPERATION OF THE COOLING SYSTEM, SHALL BE DONE SO AT THE EXPENSE OF THE CONTRACTOR AND NOT THE CITY OF AKRON? _____ YES _____ NO

HAVE YOU COMPLETED THE REQUIRED E.E.O. FORM FOR THIS BID? _____ YES _____ NO

PRICING PAGE

PLEASE NOTE: THE COMPANY SIGNING THIS BID MUST BE THE SAME COMPANY THAT INVOICES THE CITY OF AKRON.

BIDDER (**LEGAL** NAME OF COMPANY) AUTHORIZED AGENT (PLEASE **PRINT LEGIBLY** OR TYPE)

IF COMPANY IS RECOGNIZED BY THE STATE OF OHIO AS A SOLE PROPRIETORSHIP, PARTNERSHIP OR LLC, STATE IT HERE

SIGNATURE – Handwritten-Not stamped or typed TITLE DATE

BUSINESS ADDRESS

CITY STATE ZIP

PHONE NUMBER

FEDERAL I.D. NO.

EMAIL ADDRESS

FAX NUMBER

**SPECIFICATIONS FOR GAS-FIRED FURNACES, GAS-FIRED DOMESTIC
HOT WATER TANK, EXHAUST FANS AND HVAC UNITS LOCATED AT
SUMMIT LAKE COMMUNITY CENTER
380 W. CROSIER STREET
AKRON, OH 44311**

I. The equipment to be covered by this service contract shall consist of:

EQUIPMENT	MAKE	MODEL	SERIAL NO.	CAP	LOCATION
FAN COIL #1	AAF	H9LPACMZYA	531799-01	DAY CARE	PENT HOUSE
AIR COND. #2	CARRIER	38AKS016-511	2696F15415	DAY CARE	EAST GROUND
FAN COIL #2	AAF	H9LPACMZYA	531799-002	CLINIC	PENT HOUSE
AIR COND. #1	BRYANT	566DPX120000CAAA	2996F17398	CLINIC	EAST GROUND
FAN COIL #3	AAF	H6LPACMZYA	531799-03	GYM-H&V	PENT HOUSE
HOT WATER TANK	OA SMITH	GPSX 50 200	H05A094747	50 GAL.	S. EQUIP. RM.
BOILER	HYDROTHERM	KN-10	051422571		S. EQUIP. RM.
PUMP	TACO				S. EQUIP. RM.
AIR COMPRESSOR					S. EQUIP. RM.
FAN COIL					KITCHEN
FAN COIL	KOLDIIIARE	K13CM	131130		OFF CRAFT RM.
UNIT.	AAF			2 EA.	MAIN ROOM
VENTILATORS					
UNIT VENTILATORS	AAF			1 EA.	CRAFT ROOM
UNIT HEATERS	NELSON AIRE			2 EA.	ENTRANCES
CONTROLS	JOHNSON	PNEUMATIC			THRU-OUT BLDG.
AIR HANDLER #1	CARRIER	40RM008B600HC	1296F96991	LOBBY	ATTIC AREA
COND. UNIT #1	CARRIER	38AUZ	2914C90909	7.5 TON	WEST GROUND
AIR HANDLER #2	CARRIER	FB4ANF048	3396A30412	CRAFT RM	OFFICE/ATTIC
COND. UNIT #2	CARRIER	PA13NR042-J	2214X68595	3.5 TON	OFFICE/W. GROUND
AIR HANDLER #3	CARRIER	40RM008B600HC	3396F21738	MAIN RM.	ATTIC AREA
COND. UNIT #3	CARRIER	38AUZ	2914C90910	7.5 TON	WEST GROUND
HOT WATER TANK	RHEEM	ES120-36-G	RR 1007E00495	120 GAL.	N. UTILITY RM.

II. The bidder shall furnish all labor, material, tools, incidentals and appurtenances necessary to maintain equipment in good repair and operating condition including adjustments, calibration, recalibration, charging, gauging, testing, replacement and parts inclusive, but not limited to:

Air compressors & tanks	Heat exchangers
Automatic controls	Heat Exchangers/Evaporators
Bearings	Humidity controls
Belts	Igniters
Belt drives Insulation (heating/cooling lines)	Limit switches
Blower and motor	Liquid control valves
Check valves	Lubricating grease and oils
Chiller tubes	Motor and motor capacitors
Coils	Motor controllers
Combustion units & controls	Pumps
Compressors	Pressure controls
Computer controllers	Pressure regulators
Computer programming	Pressure switches
Condensate pumps	Pulleys, pulley sheaves
Condensers	Relays
Control motors	Refrigerant

Dampers
Drain lines
Driers Safety switches
Electric starters
Emergency service
Expansion control valves
Expansion tanks
Steam traps, air relief valves
Strainers
Temperature controls
Thermocouples
Unit heaters
Unitized controls
Valves
VAV Dampers & boxes
VFD's
Water pumps
Water treatment
Water valves

Refrigeration oil
Safety devices
Sight gauges
Sight glasses
Solenoids
Solenoids valves
Fans
Fan coils
Filters
Filter media
Freon
Fin tubes
Floats
Float switches
Float valves
Flue piping
Fuses
Gas control valves
Gauges

Note: Contractor shall respond within 4 hours of notice or less.

- III. At monthly intervals, or more frequently, if necessary, the following work shall be done and recorded on an equipment log, near or at the job site, as well as, recorded on a service report:

Check for refrigerant leaks
Repair all refrigerant leaks
Provide charging w/proper refrigerant to manufacturer's original specifications.
Lubricate motors, blowers, bearings and sleeves.
Clean condenser coils, fin tubes and condenser pans at least annually.
Check safety devices for proper operation.
Check compressor oil levels and provide refills.
Adjust belts for proper tension.
Provide antifreeze protection, as required.
Check filters and change, as needed.
Repair or replace any faulty, defective and worn parts, and/or components with new parts or reconditioned components.
Provide water treatment to prevent the accumulation of sludge, scale and corrosion.
Minor air balancing, as required.
Computer programming, as required.

Service reports shall be provided for each service call. The service reports shall be prepared in sufficient detail and description to identify the exact work and specific location of where the work was performed. General statements on service reports will be unacceptable. A copy of the service report will be turned

over to the Building Maintenance Division representative by e-mail or person within 24 hours of the work performed.

IV. Annual and Seasonal Start Up(s) and Weatherization

It shall be the bidder's responsibility to provide annual seasonal start ups of HVAC equipment in conjunction with this contract. In the case of systems utilizing water or equipment that can be damaged by freezing weather, the vendor shall be responsible for repairing any and all damage brought about by freezing temperatures. Further, the vendor shall provide weatherization for said system as a part of the contract.

V. City of Akron agrees to:

- A. Designate a representative in his employ to receive instructions in the operation of said equipment; such representative to have authority to carry out recommendations received from the bidder in conjunction with the normal accomplishments of this Agreement.
- B. Operate the equipment in accordance with successful bidder's instructions, and to notify successful bidder promptly of any change in the usual operating conditions.
- C. Keep the equipment rooms and space free of materials extraneous to said system and to move any stock fixtures or partitions needed to facilitate the work called for hereunder.

VI. Emergency Services

Provide in case of emergency, necessary service calls at request of purchaser. Service to be reasonably prompt with overtime service included under this agreement at no extra cost to the City.

VII. It is understood that the service and maintenance provided does not include the following:

- A. Normal daily and weekend functions of stopping and starting the equipment covered hereunder.

B. The guarantee of room conditions or systems performance unless improper conditions are directly due to the failure of the mechanical equipment covered hereunder.

C. Duct work.

D. Disconnect switches and circuit breakers.

E. Portable recorders.

F. Complementary equipment (for example, but not confined to, the following:) -

1. Cabinets, fixtures, boxes, water supply lines, drain and steam lines beyond the equipment valves.

G. Any items of equipment as are recommended or required by Insurance Companies.

VIII. Instructions to bidders

All bids must be submitted on City of Akron bid form. Bid envelopes must be sealed and plainly marked "HVAC Maintenance Summit Lake" using the envelope cover page included in the bid packet.

Bid must be submitted with all taxes deducted. City will furnish tax exemption certificates.

Bidder must be licensed by the Summit County Building Standards, to do air condition work.

Contractor must adhere to all local, state and federal laws, rules and regulations pertaining to HVAC work.

All equipment to be accepted 'as is'.



City of Akron
501 Municipal Bldg.
Purchasing Office
166 S. High St.
Akron Oh 44308

TABULATION SHEET
SEALED BID
OPEN 10:00 A.M.

Number of Bid Packets Mailed - 4
Number of Bids Received - 1
Opened by: Jerry Roberts
Witnessed by: Dawn Evans

DATE: 9/1/15
BID # HVACSL/15

ITEM: HVAC MAINTENANCE AT SUMMIT LAKE COMMUNITY CENTER, 380 W. CROSIER ST., AKRON, OHIO		GEM, INC. 6842 COMMODORE DRIVE WALBRIDGE, OHIO 43465	
FULL SERVICE, PREVENTATIVE MAINTENANCE, PARTS AND LABOR AT SUMMIT LAKE COMMUNITY CENTER, PER SPECIFICATIONS.			
10/1/15 THROUGH 10/1/16	MO. YR.		\$911.30 \$10,935.00
10/1/16 THROUGH 10/1/17	MO. YR.		\$911.30 \$10,935.00
10/1/17 THROUGH 10/1/18	MO. YR.		\$911.30 \$10,935.00
PAYMENT TERMS			
PER ITEM 15 - ETHICS REGULATION - ARE YOU AWARE OF ANY INTEREST OR POTENTIAL INTEREST IN THIS CONTRACT THAT MAY BE HAD BY AN INDIVIDUAL WHO IS CONNECTED TO THE CITY OF AKRON?		NET 30 DAYS	
DO YOU UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL BIDDER, YOU MUST OBTAIN A CERTIFICATE OF INSURANCE NAMING THE CITY OF AKRON AS ADDITIONAL INSURED IN THE AMOUNTS OF \$1,000,000 GENERAL LIABILITY AND \$1,000,000 AUTOMOBILE LIABILITY, AS STATED IN ITEM NO. 18 OF THE BID PACKET?		NO	
CAN YOU RESPOND WITHIN 4 HOURS AFTER VERBAL NOTIFICATION IF CONTACTED BY 1:00 P.M. OR BY 8:00 A.M. THE FOLLOWING DAY IF CONTACTED AFTER 1:00 P.M., 24 HOURS PER DAY, 7 DAYS PER WEEK?		YES	
DO YOU UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL BIDDER, YOU MUST OBTAIN A 100% PERFORMANCE BOND COVERING THE FULL THREE (3) YEAR CONTRACT PERIOD, AS STATED IN BID PACKET ITEM #7?		YES	
DO YOU UNDERSTAND IF THE COOLING EQUIPMENT SHOULD BECOME INOPERABLE DURING ANY COURSE OF THIS CONTRACT AND NEED TO BE REPLACED, THE NEW LAW WHICH TOOK EFFECT ON 1/1/10 STATING THAT R-22 REFRIGERANT SHALL NO LONGER BE USED ON NEW SYSTEMS AND MUST BE REPLACED BY R-410A, WHICH WILL REQUIRE THE REPLACEMENT OF CONDENSER, LINE-SETS, A-COIL, AND ANY OTHER PART NECESSARY FOR THE OPERATION OF THE COOLING SYSTEM, SHALL BE DONE SO AT THE EXPENSE OF THE CONTRACTOR AND NOT THE CITY OF AKRON?		YES	
HAVE YOU RETURNED THE REQUIRED E.E.O. FORM <u>FOR THIS BID</u> ?		YES	

This tabulation is for information purposes only. If and when an award is made, the LOWEST and BEST bidder will be notified.

KS/dme

BIDDER EMPLOYMENT PRACTICES REPORT



DANIEL HARRIGAN
MAYOR

OFFICE OF CONTRACT COMPLIANCE

DEPARTMENT OF LAW • CITY OF AKRON
161 South High Street / Akron, Ohio 44308
Suite 202

I. INSTRUCTIONS

- A. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT:** This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance, 616-1970, Sections 1 thru 10 of the City of Akron and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concessions agreements, and permits.

- B. BIDDER PERFORMANCE:** Completion of this Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with this Program by the Contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on City of Akron contracts.

- C. FILING THIS REPORT:** Return this completed report in DUPLICATE along with other appropriate bid documents to the CONTRACTING CITY AGENCY. Inquiries related to this report should be directed to the Contract Compliance Office, 146 South High Street, Suite 605, Akron, OH 44308.

II. BIDDER INFORMATION

1. REPORTING STATUS	
<input type="checkbox"/> a. Prime contractor	<input type="checkbox"/> b. Prime subcontractor
<input type="checkbox"/> c. Supplier	<input type="checkbox"/> d. Other (specify)
2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT	
3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER	
4. NAME AND ADDRESS OF PRINCIPAL OFFICE OF BIDDER	
5. CONTRACTING CITY AGENCY (OR AGENCIES)	
6. SIGNATURE AND TITLE OF BIDDERS AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE	DATE

EVALUATION (LEAVE BLANK)

☐ Compliance

☐ Non-Compliance

☐ Follow-up

III. POLICIES and PRACTICES

The bidder will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Akron by encircling the applicable letter to the left of each item below. The Letters are to be interpreted as follows:

A - This is now a practice of the Company.

B - The Company will adopt this policy.

C - The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and is an integral part of your bid.

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
A B C	2. The Company will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name _____ Title _____	
A B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following: a. All employees c. All relevant employee organizations including labor unions b. All recruitment sources d. All subcontractors	
A B C	4. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. The Company will sponsor or finance educational or training programs for the benefit of employees or prospective employees without regard to race, religion, color, sex or national origin.	
A B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained; and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	7. The Company will take steps to integrate any positions, departments, or plant locations which have no minority persons including African American or are almost completely staffed with one particular ethnic or racial group.	
A B C	8. Answer only if you are a "Construction Contractor." In order to achieve an integrated workforce the Company will employ minority workers, including African Americans, in each trade and/or implement an affirmative action program satisfactory to the Office of Contract Compliance, City of Akron.	
A B C	9. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: a. education b. experience c. tests d. arrest records	
A B C	10. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	11. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that these data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any federal, state or local law. All specified data are required to be filled in by law.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES							
	TOTAL MALE & FEMALE	MALE	FEMALE	MALE				FEMALE			
				African- American	Asian American	Native American	Hispanic American	African American	Asian American	Native American	Hispanic American
Officials, Managers and Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsmen (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
TOTAL											
Total employment from previous report (if any)											

REMARKS

Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report; that he has read all of the foregoing statements and representations and that they are true and correct to the best of his knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Contract Compliance, the bidder will be subject to the loss of all future awards.

Firm or Corporate Name _____ Date of Signing _____

Signature _____ Title _____

Signature _____ Title _____

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, or national origin. Use separate sheet if additional space is needed.

VI. DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors. - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals. - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, surveyors, and kindred workers.

Technicians. - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftsmen, engineering aids, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic physical sciences), and kindred workers.

Sales Workers. - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

Office and Clerical. - Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen. (Skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes: the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operatives. (Semi-skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgement. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeeper, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers. - Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeeper, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices. - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

THE FOLLOWING PAGE

MUST BE THE COVER OF YOUR
MAILING ENVELOPE. ** PLEASE

PRINT IT AND ATTACH IT TO THE
ENVELOPE YOU ARE USING TO
RETURN YOUR BID.

** FAILURE TO ATTACH THE FOLLOWING COVER SHEET AND/OR FOLLOW INSTRUCTIONS PER ITEM
#14 OF THE BID PACKET, MAY RESULT IN REJECTION AND/OR DISQUALIFICATION OF THE BID BEING
SUBMITTED.

FROM

**Purchasing Agent
City of Akron, Ohio**

**MUNICIPAL BLDG. – ROOM 501
166 S. HIGH STREET
AKRON, OHIO 44308**

**IMPORTANT!
DATED MATERIAL**

OPENING DATE 5/15/2018 TIME – 10:00 A.M.

BID FOR – HVAC FOR SUMMIT LAKE COMMUNITY CENTER